



NON DISCLOSURE AGREEMENT

BETWEEN:

.....B.V, and its Affiliates, located at (.....) the

AND

DeltaProto B.V. and its Affiliates, located at (1151 CS) Broek in Waterland at Hellingweg 10,

Hereinafter individually referred to as "Party", or collectively as "Parties".

WHEREAS:

- Parties intend to share Confidential Information with each other in the context of the establishment of a possible cooperation between Parties and/or during such cooperation (the 'Purpose');
- Parties wish to lay down the terms and conditions under which the Confidential Information is shared or used, or any related obligations;
- The Parties are aware that the Confidential Information should be treated with caution;
- This Agreement prevails over any other agreement entered into between the Parties, which relates to, among other things, the confidentiality of Confidential Information.
- This Agreement is binding on (legal) successors, heirs and permitted assigns of each Party;
- This Agreement shall take effect on the date the last Party has signed this Agreement.

Article 1 Definitions.

- "Affiliate" means any legal entity directly or indirectly controlled by a Party or any legal entity directly or indirectly controlling a Party. Control in this context means the direct or indirect ownership of fifty percent (50%) or more of the outstanding shares or other voting rights of the relevant legal entity to elect the management of the legal entity;
- 'Agreement' means this Mutual Confidentiality Agreement;
- 'Confidential Information' as described in Article 3;
- 'Sharing Party' means the Party sharing the Confidential Information with the Receiving Party;
- 'Information' means all information, both Confidential Information and non-confidential information;
- 'Receiving Party' is the Party that receives the Confidential Information from the Sharing Party;
- 'Third Party' means any person or entity, other than a Party or an Affiliate;
- Other definitions are named, explained and capitalized in the Agreement.

Initials:

Article 2 Scope of the Agreement.

The Parties hereby agree that:

- (a) the following provisions shall apply to all meetings, inspections and all possible forms of communication between the Parties, their employees, contractors and other representatives;
- (b) all Information shared in connection with the aforementioned meetings and/or other communications shall qualify as Confidential Information, as described in Article 3; and
- (c) the Parties will only use and share the Confidential Information in accordance with the Purpose of the Agreement.

Article 3 Confidential Information.

- Confidential Information means all Information, including without limitation, business and/or financial data, specification, visual material, presentations, drawings, technical files, know-how, intellectual property, other documents (in any form), prototypes or samples, which are related to products, devices, material, systems, services software, processes, research and development, testing and test results, marketing and sales, held by either Party and which is received by the Receiving Party from the Sharing Party in accordance with the Purpose, regardless of whether the Information is marked as confidential and regardless of whether such Information is provided orally, in writing, visually or tangibly.
- The existence and terms of this Agreement and the existence and nature of the relationship between the Parties, qualifies as Confidential Information under this Agreement;
- Confidential Information shall no longer qualify as Confidential Information in the event that such Confidential Information:
 - (a) is already publicly accessible, prior to the disclosure of the Confidential Information to the Receiving Party;
 - (b) became publicly accessible, without being attributable to the Receiving Party;
 - (c) was already known to the Receiving Party. The Receiving Party must be able to demonstrate such familiarity;
 - (d) was lawfully received by the Receiving Party from a Third Party, without any obligation of confidentiality;
 - (e) has been developed entirely independently, without the use of the Sharing Party's Confidential Information, by the Receiving Party.

Article 4 Use and Dissemination of Confidential Information.

- The Parties shall use the Confidential Information received only in accordance with the Purpose and for the common benefit of the Parties;
- The provisions of this Agreement in no way imply an obligation to share Confidential Information. Parties are free to determine what Information to share with the other Party;
- The Receiving Party shall share the Confidential Information only with its employees, contractors, agents and representatives, which need the Confidential Information for the Purpose;
- The parties specifically agree that the Confidential Information may only be provided by the Receiving Party to a Third Party after the Sharing Party has given its written consent and in the event that such Third Party needs the Confidential Information in relation to the Purpose and after the Receiving Party has entered into a confidentiality agreement with such Third Party. The confidentiality agreement shall not contain less stringent terms and provisions than the provisions of this Agreement. In the aforementioned case, the Receiving Party shall be responsible for the confidential treatment of the Confidential Information by the Third Party.

- Upon expiration of the Agreement or upon written request of the Sharing Party, the Receiving Party shall destroy or return all Confidential Information. Receiving Party shall be permitted to maintain a periodic electronic backup and also maintain a copy for archival and compliance purposes in the context of disputes that may arise under this Agreement;
- The Receiving Party is responsible and shall ensure that employees, hires, agents and representatives act in accordance with this Agreement;
- In any event, the Parties shall treat the Confidential Information with reasonable care to prevent unauthorized disclosure;
- The Receiving Party may disclose Confidential Information if required to do so pursuant to a decision or order of a court of competent jurisdiction. In that case, the Receiving Party shall inform the Sharing Party immediately and without any delay prior to the disclosure of the Confidential Information. In addition, the Receiving Party shall limit the disclosure in any way possible, to the extent possible.

Article 5 Disclosure Period and Confidentiality Period.

- This Agreement shall take effect from the time of last signing of this Agreement and shall continue until terminated in writing by either Party;
- All confidentiality and use obligations under this Agreement shall survive termination or other termination of the Agreement.

Article 6 Intellectual Property.

- In no event does this Agreement provide for the assignment or grant to either Party of any right to any background or foreground intellectual property or knowledge, other than the limited right to use the Confidential Information as provided in this Agreement.

Article 7 Warranty & Liability.

- The Sharing Party makes no warranty as to the accuracy and correctness of the Confidential Information and, in addition, makes no warranty that the Confidential Information does not infringe any intellectual property rights of a Third Party;
- The Parties are in no way responsible or liable, and do not make any warranty regarding the completeness, usefulness and correctness of the Confidential Information;
- The Sharing Party shall not be liable for any consequences related to the Receiving Party's use of the Confidential Information provided, including, but not limited to, indirect, general, special, incidental, exemplary damages suffered through loss of business profits, business interruption, or any other financial loss;
- The Receiving Party acknowledges that an unlawful disclosure of the Confidential Information may cause irreparable harm, caused to the Sharing Party, and that there are no legal remedies that can cover such danger and harm, therefore, in addition to the other remedies available to it, the Sharing Party shall have the authority to institute injunctive relief proceedings to prevent irreparable harm and to obtain cessation of such breaches.

Article 8 Publicity.

- Only the Sharing Party has the right to disclose, issue or otherwise publish publications containing Confidential Information;
- Without prior written consent of the other Party, a Party is not allowed to disclose or publish Information about the relationship between Parties.

Article 9 Amendment of Agreement.

- Amendments to the Agreement can only be agreed upon by Parties in writing;
- A Party is not allowed to transfer rights or obligations under this Agreement to a Third Party without prior written consent of the other Party. Such written consent of the other Party shall not be unreasonably withheld.

Article 10 Governing Law & Competent Court.

- The parties agree that all claims, disputes and/or controversies arising out of, out of or in connection with this Agreement shall be resolved amicably through good faith consultation and negotiation;
- In the event that any provision of this Agreement is found to be invalid, void, or unenforceable, such provision shall be deemed amended to a provision consistent with legal possibilities or, in the event that such amendment is not possible in accordance with law, such provision shall be declared partially void. The other provisions of the Agreement shall remain in full force and effect in the aforementioned case;
- This Agreement and the relationship between the parties under this Agreement shall be governed exclusively by Dutch law. All disputes arising from this Agreement or related to this Agreement shall be settled exclusively by the competent court of the District Court of Noord-Holland, location Amsterdam.

Article 11 Other Provisions

- This Agreement:
 - (a) does not create a partnership, joint venture or other relationship between the Parties;
 - (b) does not obligate the execution of any transaction.

Thus agreed and signed by the authorized representatives of the Parties,

..... B.V.

DeltaProto B.V.



Name:
Function:
Date:

Name: M. Wanninkhof
Function: CEO
Date: